

INTERNATIONAL RESCUE COMMITTEE – AFGHANISTAN
National Staff Employment Contract

This contract is effective from the **1st Day**, in the month of **October** in the year **2018.**

Between

The **INTERNATIONAL RESCUE COMMITTEE Afghanistan**
Main Office: Kabul, Afghanistan.
(*Hereinafter referred to as* **"IRC Afghanistan"** or **"the Employer"**) of the one part
And
Mr. Sardar–Agriculture Trainer A1321
(*Hereinafter referred to as* **"Employee"** of the other part,

TERMS AND CONDITIONS OF EMPLOYMENT:

1. ***Nature of Employment:***

The Employer shall employ the Employee and the Employee shall serve the Employer as for the period and subject to the terms and conditions hereinafter contained.

Due to the nature of humanitarian assistance, Employees are employed for a definite contract period. Employment contracts are subject to termination by either party with notice.

The specific duties and obligations of the Employee are outlined but not limited to the signed **Job Description** along with **IRC Afghanistan National Staff Personnel Policies** ***(hereinafter referred to as "NSPP").*** The Employee shall be subject to applicable IRC NSPP, and any other updated Circular Directive(s) amending or replacing the same.

2. ***Duty Station:***

The duty station is **Jalalabad Afghanistan**; and, the Employee may be transferred subject to the needs of IRC Afghanistan.

3. ***Commencement and Termination of Contract:***

The Contract period is **12 Months,** commencing from **1 October 2018** and ending on **30 September 2019, both dates inclusive**. An extension of the contract may be provided should the project continue beyond **30 September 2019.** Should this contract be extended with the same terms written herein with the exception of the end date of said contract, the contract shall be extended via an IRC-issued Contract Extension Letter rather than with a new contract. If the terms of the contract change beyond that which is typically recorded in an IRC-issued Change of Status form, a new contract will be issued. Should the project, its funding, or the need for this position ended earlier than indicated in this contract for whatever reason, this contract shall be ended based on IRC Afghanistan NSPP regulations.

4. ***Probation Terms:***

The Employee on Fixed term or open ended contract shall serve an initial probation period of N/A months and upon satisfactory completion of probation the employee shall be confirmed in the appointment. If the service of the Employee during the probationary period is not satisfactory, the Employee may be required to work for one extra month on probation. Whilst on probation, the Employee may be terminated without notice or cause.

Initials:

5. ***Place of Employment:***

The Employee shall as soon as is practicable after the signing of this Contract and in accordance with the instructions of the Employer proceed to the duty station as directed by the Employer and shall take up his/her duties in accordance with the Employer's instructions immediately upon his/her arrival.

6. ***Duties of Employee:***

The duties of the Employee shall not be limited to his/her job description but shall include any other duties which may be assigned to him, and which are appropriate to his/her qualifications and experience.

6. ***Working Hours:***

- The Employee shall work for a minimum of 40 hours per week. The specific work schedule of each employee shall be stipulated but not limited in the respective job description and work plan schedule.
- Employees who are called on to work beyond standard weekly hours will be eligible for compensation time. Compensation time must be approved in advance, by the employee's supervisor and relevant Deputy Director or Country Director and recorded on timesheets submitted for approval. The maximum accrual of compensatory time is three (3) days per month which must be used within the next calendar month or shall be forfeited. It is the employee's responsibility to schedule time off for compensation time owed.
- As a result of their responsibilities and position in the organization, Managers and Coordinators Band C and above, of the IRC Afghanistan Salary Scales, are expected to complete their work even if it requires extra time beyond 45 hours per week, and are not entitled to compensation time.

7. ***Remuneration:***

Your Gross salary shall be **AFN 39,489** per month. This includes 85% increment of applicable NTA Grade/Step based on your annual performance rate. The employee's position is allocated at the IRC Afghanistan **Grade E step 6 of National Technical Assistance Salary Scale (NTA).** An additional **AFN 4000** per month is included in employee's contract to cover the medical cost. IRC reserves the right to make deductions from an employee's salary for the following reasons:

- Recovery of advance/dues or adjustment of overpayment of salary made in error.
- Statutory obligations such as, income tax payable by the employee, pension fund, insurance, as such obligations come into force.
- Personal telephone, fax or email charges.
- Damage to, or loss of goods, expressly entrusted to the employee for work reasons, or for loss of money for which s/he is required to account.

8. ***Termination:***

- Either party to this contract may end the engagement at any time, for any reason, with a prior notice as per IRC Afghanistan NSPP.
- Resignation: benefits shall only be paid to the employee after the return of all IRC property and the completion of clearance form.
- The Employer may terminate this contract without notice nor benefits if the employee is found guilty of misconduct and/or poor performance based on the terms of IRC Afghanistan NSPP.
- No advance notice is needed for end of this contract, as the terms of the contracts constitute in themselves the notice.

9. *Transfers:*

During the term of this Contract, the Employer has the right to transfer or appoint the Employee to any other place in Afghanistan where IRC is operating.

10. *Service and Confidentiality:*

(a) During the continuance of his/her employment under this contract the Employee shall devote his/her whole time to his/her duties as Employee.

(b) Employee shall not without the consent of the Employer divulge any matters concerning the Employer's business which come to his/her knowledge in the course or incidental to his/her being employed by the Employer except so far as may be necessary and proper for the conduct of the Employer's business and the Employee pledges himself to absolute secrecy on all such matters.

(c) Employee shall not accept or solicit, directly or indirectly, any gift, favor, entertainment, loan, commission or any other thing of monetary value from a person who: has or is seeking to obtain contractual business or financial relations with IRC; appears to be offering the gift with expectation of obtaining advantage or preferential treatment in dealing with IRC.

(d) It is prohibited for employee to spread false information about IRC or its employee. Employees whose conduct is deemed to be damaging to IRC's programs, employee and/or reputation will be subject to disciplinary action.

(e) IRC prohibits discrimination on the grounds of ethnic or tribal origin. IRC requires that equal treatment and opportunity be provided in employment (including but not limited to recruitment, selection, training and professional development, promotion, compensation and benefits) to all employees and applicants without regard to ethnic or tribal origin. Any employee found in breach of this regulation will be liable to disciplinary action including summary dismissal.

(f) Employee shall respect their colleagues and their employer and shall not use abusive or insulting language in verbal or written communications with colleagues, co-workers, beneficiaries, donors, supervisors, Government officials, vendors or any other persons whom they come into contact with through their employment.

(g) Employees found to have lied or falsified records, including employment application, certificates, invoices or receipts shall be subject to disciplinary procedures, including summary dismissal.

(h) Employee shall abide with the regulation governing the employment of relatives by IRC as detailed in IRC Afghanistan NSPP .Employee shall disclose all relatives currently employed by the IRC by filling and submitting a family disclosure relationship form.

(i) IRC has established a Mandatory Reporting Policies. The policies explicitly prohibit the sexual exploitation and abuse of beneficiaries by IRC employees, Harassment of IRC employee and fiscal impropriety. Any breach of the code is therefore grounds for termination of employment. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. Sexual exploitation and abuse of children (under the age of 18 years) is prohibited regardless of any custom, tradition, local age of consent or mistaken belief in the age of the child. Sexual exploitation and abuse of children will be grounds for termination of employment and IRC will reserve the right to inform the relevant authorities. Please read and sign the receipt acknowledgement of IRC Mandatory Reporting Policies provided to you by Admin/HR department before signing this contract.

(j) Employee shall hand over at once on termination of this Contract without restriction, exception or reserve, all documents, notes, papers and/or records which are held by

Initials:

him/her bearing directly or indirectly on the Employer's business in its widest sense. In the event of non-observance or contravention by the Employee of the provisions of this Clause, the Employee shall be personally liable for any damage the Employer may suffer or have suffered as the result of the Employee's non-observance or contravention of the said provision.

11. *No Interest Outside the Employment:*

The Employee shall be careful during his/her employment hereunder to avoid any engagement in activities that may conflict with or otherwise interfere with effectiveness of IRC Afghanistan to carry out its mission or that of its affiliated persons.

12. *Instructions:*

The Employee pledges himself to undertake, faithfully and unconditionally to carry out and follow at all times proper instructions regarding the business of the Employer in its widest sense given to him generally and as prescribed specifically by either the Employer himself or by any competent authorized person, where the Employer has placed or may place in a position of authority over his/her and use any power of Attorney given to him by or through the Employee only within the limits of such general and specified instructions. The Employee shall be personally liable to the Employer for any disobedience to or any decision from such instructions.

13. *Annual Leave:*

The Employee is entitled upon the completion of contract period or termination of this Contract in accordance with the provision of Clause 3 hereof to leave with full pay at the rate of 1.67 days per month of service.

(a) The Employee shall be eligible to a total of 20 days paid annual leave in any complete 12 months of this contract and such leave shall be taken at such time as shall be convenient to and authorized by the Employer.

(b) Leave shall not be accumulated beyond the contract term and no money shall be claimed or paid upon termination of engagement or otherwise in compensation for any such leave not taken save upon written consent by the Employer.

14. *Sick Leave:*

Eligible employees accrue twenty (20) paid sick days each fiscal year (October 1 through September 30). Sick days are accrued at the rate of 1.67 days per month and shall not be carried over to next fiscal year. These days are 'non-payable', shall not be recorded as 'accrued vacation', and shall not be paid out to employees under any circumstances. An employee must provide a doctor's statement when using five (5) or more paid consecutive sick days. Benefits will continue to accrue while on Sick Leave.

15. *Benefits Summary:*

In addition to medical allowance, employees are entitled to the following benefits and leave subject to budget availability and prior approval. For detailed information please refer to IRC Afghanistan National Staff Personnel Policies (NSPP).

- Accidental death insurance while at work
- Severance pay
- Childcare allowance for female staff
- Transportation
- Special leave, Maternity leave, Haj Leave and approved public holidays
- Mobile top up card based on position requirement

16. Other Provisos:

- Any issues or conflicts with this agreement shall be addressed only between the Employer and Employee. No other person or organization is authorized to modify, alter or intervene in any aspect of this contract without the mutual agreement of both parties, unless specifically addressed by law.
- For Employees that are non-English speaking, this contract shall be prepared in Dari or Pashtu, as required. The Employee shall sign both the Dari or Pashtu contract and the English contract. The English version of this contract takes precedence over the Pashtu or Dari translated versions of this contract.

17. Agreement

Signed for and on behalf of the International Rescue Committee:

Name & Position:	Signature:	Date:	IRC Official Stamp
Vicki Aken **Country Director** **International Rescue Committee** **Afghanistan**		1 /10 /2018	

Signed by the Employee:

By assenting to this contract, I hereby acknowledge that:

- I have read and understood the terms and conditions of the above National Staff Contract, the attached Job Description, IRC Afghanistan National Staff Personnel Policies "NSPP", IRC Mandatory Reporting Policies and agree to abide by them at all times. I fully understand that my failure to do so could result in the termination of my work with IRC.
- I also understand that my signature on this contract means understanding, agreement and acknowledgement of the contract and the attachments thereto.

Name & Signature: **Sardar**

Date: 13 /11 /2018

Initials:



INTERNATIONAL RESCUE COMMITTEE – AFGHANISTAN
National Staff Contract

This contract is effective from the **1st day**, in the month of **October** in the year **2017**.

Between

The **INTERNATIONAL RESCUE COMMITTEE Afghanistan**
Head office: Kabul, Afghanistan.

(*Hereinafter referred to as* **"IRC Afghanistan"** or **"the Employer"**) of the one part

And
Sardar"Agriculture Trainer:
(*Hereinafter referred to as* **"Employees"** of the other part,

TERMS AND CONDITIONS OF EMPLOYMENT:

1. ***Nature of Employment:***
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The specific duties and obligations of the Employee are outlined but not limited to the signed **Job Description** along with **IRC Afghanistan National Staff Personnel Policies** ***(hereinafter referred to as "NSPP").*** The Employee shall be subject to applicable IRC NSPP, and any other updated Circular Directive(s) amending or replacing the same.

2. ***Duty Station:***
The duty station is Nangarhar **Afghanistan**; and, the Employee may be transferred subject to the needs of IRC Afghanistan.

3. ***Commencement and Termination of Contract:***
The Contract period is **12 Months,** commencing from **1 October 2017** and ending on **30 September 2018, both dates inclusive.** An extension of the contract may be provided should the project continue beyond **30 September 2018.** Should this contract be extended with the same terms written herein with the exception of the end date of said contract, the contract shall be extended via an IRC-issued Contract Extension Letter rather than with a new contract. If the terms of the contract change beyond that which is typically recorded in an IRC-issued Change of Status form, a new contract will be issued. Should the project, its funding, or the need for this position ended earlier than indicated in this contract for whatever reason, this contract shall be ended based on IRC Afghanistan NSPP regulations.

Probation Terms:
The Employee shall be employed initially on probation period of N/A on satisfactory completion of which the employee shall be confirmed in the appointment. If the service of the Employee during the probationary period is not satisfactory, the Employee may be required to work for one

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extra month on probation. Whilst on probation, the Employee may be terminated without notice or cause.

4. ***Place of Employment:***
The Employee shall as soon as is practicable after the signing of this Contract and in accordance with the instructions of the Employer proceed to the duty station as directed by the Employer and shall take up his/her duties in accordance with the Employer's instructions immediately upon his/her arrival.

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6. ***Working Hours:***
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   - Employees who are called on to work beyond standard weekly hours will be eligible for compensation time. Compensation time must be approved in advance, by the employee's supervisor and relevant Deputy Director or Country Director and recorded on timesheets submitted for approval.. The maximum accrual of compensatory time is three (3) days per month which must be used within the next calendar month or shall be forfeited. It is the employee's responsibility to schedule time off for compensation time owed.

   - As a result of their responsibilities and position in the organization, Managers and Coordinators Band C and above, of the IRC Afghanistan Salary Scales, are expected to complete their work even if it requires extra time beyond 45 hours per week, and are not entitled to compensation time.

7. ***Remuneration:***
Your Gross salary shall be **37034 AFN** per month. The employee's position is allocated at the IRC Afghanistan **grade E step 4 NTA.** An additional of monthly **AFN 3,500** is included in employee's contract to cover the medical cost. IRC reserves the right to make deductions from an employee's salary for the following reasons:
   - Recovery of advance/dues or adjustment of overpayment of salary made in error.
   - Statutory obligations such as, income tax payable by the employee, pension fund, insurance, as such obligations come into force.
   - Personal telephone, fax or email charges.

   - Damage to, or loss of goods, expressly entrusted to the employee for work reasons, or for loss of money for which s/he is required to account.

8. ***Termination:***
   - Either party to this contract may end the engagement at any time, for any reason, with a prior notice as per IRC Afghanistan NSPP

   - Resignation: benefits shall only be paid to the employee after the return of all IRC property and the completion of clearance form.

- The Employer may terminate this contract without notice nor benefits if the employee is found guilty of misconduct and/or poor performance based on the terms of IRC Afghanistan NSPP.

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(c) Employee shall not accept or solicit, directly or indirectly, any gift, favour, entertainment, loan, commission or any other thing of monetary value from a person who: has or is seeking to obtain contractual business or financial relations with IRC; appears to be offering the gift with expectation of obtaining advantage or preferential treatment in dealing with IRC.

(d) It is prohibited for employee to spread false information about IRC or its employee. Employees whose conduct is deemed to be damaging to IRC's programmes, employee and/or reputation will be subject to disciplinary action.

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(g) Employees found to have lied or falsified records, including employment application, certificates, invoices or receipts shall be subject to disciplinary procedures, including summary dismissal.

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(h) Employee shall abide with the regulation governing the employment of relatives by IRC as detailed in IRC Afghanistan NSPP .Employee shall disclose all relatives currently employed by the IRC by filling and submitting a family disclosure relationship form.

(i) IRC has established a Mandatory Reporting Policies. The policies explicitly prohibit the sexual exploitation and abuse of beneficiaries by IRC employees, Harassment of IRC employee and fiscal impropriety. Any breach of the code is therefore grounds for termination of employment. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. Sexual exploitation and abuse of children (under the age of 18 years) is prohibited regardless of any custom, tradition, local age of consent or mistaken belief in the age of the child. Sexual exploitation and abuse of children will be grounds for termination of employment and IRC will reserve the right to inform the relevant authorities. Please read and sign the receipt acknowledgement of IRC Mandatory Reporting Policies provided to you by Admin/HR department before signing this contract.

(j) Employee shall hand over at once on termination of this Contract without restriction, exception or reserve, all documents, notes, papers and/or records which are held by him/her bearing directly or indirectly on the Employer's business in its widest sense. In the event of non-observance or contravention by the Employee of the provisions of this Clause, the Employee shall be personally liable for any damage the Employer may suffer or have suffered as the result of the Employee's non-observance or contravention of the said provision.

11. No Interest Outside the Employment:

The Employee shall be careful during his/her employment hereunder to avoid any engagement in activities that may conflict with or otherwise interfere with effectiveness of IRC Afghanistan to carry out its mission or that of its affiliated persons.

12. Instructions:

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13. Annual Leave:

The Employee is entitled upon the completion of contract period or termination of this Contract in accordance with the provision of Clause 3 hereof to leave with full pay at the rate of 1.67 days per month of service.

(a) The Employee shall be eligible to a total of 20 days local leave on full pay in any complete 12 months of this contract and such leave shall be taken at such time as shall be convenient to and authorized by the Employer.

(b) Leave shall not be accumulated beyond the contract term and no money shall be claimed or paid upon termination of engagement or otherwise in compensation for any such leave not taken save upon written consent by the Employer.

14. Sick Leave:

Eligible employees accrue twenty (20) paid sick days each fiscal year (October 1 through September 30). Sick days are accrued at the rate of 1.67 days per month and shall be

automatically carried over from each fiscal year to the next. These days are 'non-payable', shall not be recorded as 'accrued vacation', and shall not be paid out to employees under any circumstances. A maximum of 60 accrued, unused Sick Leave days may be carried forward to subsequent fiscal years. An employee must provide a doctor's statement when using five (5) or more paid consecutive sick days. Benefits will continue to accrue while on Sick Leave.

15. Other Provisos:

- Any issues or conflicts with this agreement shall be addressed only between the Employer and Employee. No other person or organisation is authorised to modify, alter or intervene in any aspect of this contract without the mutual agreement of both parties, unless specifically addressed by law.

- For Employees that are non-English speaking, this contract shall be prepared in Dari or Pashtu, as required. The Employee shall sign both the Dari or Pashtu contract and the English contract. The English version of this contract takes precedence over the Pashtu or Dari translated versions of this contract.

16. Agreement

Signed for and on behalf of the International Rescue Committee:

Name & Position:	Signature:	Date:	IRC Official Stamp
Vicki Aken Country Director International Rescue Committee, Afghanistan		1 / 10 /2017	

Signed by the Employee:

By assenting to this contract, I hereby acknowledge that:

- I have read and understood the terms and conditions of the above National Staff Contract, the attached Job Description, IRC Afghanistan National Staff Personnel Policies "NSPP", IRC Mandatory Reporting Policies and agree to abide by them at all times. I fully understand that my failure to do so could result in the termination of my work with IRC.
- I also understand that my signature on this contract means understanding, agreement and acknowledgement of the contract and the attachments thereto.

Name & Signature: Date:

Sardar

2/11/ 11 /2017

Initials:



د عوایدو لوی ریاست

د مالیه ورکوونکي د ثبت تصدیق نامه

د مالیه ورکوونکي د پېژندنې نمبر

9002140359

د تشبث/انفرادي شخص نوم:	ښاغلی سرد ا ر د شریف الله زوی
تخلص:	ا دا ب
د تذکرې نمبر:	432932-ج 7-ص 57
دثبت شوي سندډول:	
ثبت شوي پته:	
د کور نمبر:	
سرک:	
سیمه/کلی:	حصارشا هی
ستیکرنمبر/پست بکس:	
ولسوالیو:	رودات
ولایت:	ننگرهار
هیواد:	افغانستان
د فعالیت ډول:	غیر انتفاعی
صادرونکی مقام:	دننگرهار د پېژندنې نمبر دفتر
د تصدیق لیک نمبر:	958070
د صدور نېټه:	1394/03/24

محترم اړوند مقام ته :

دا تصدیق لیک د مالیې وزارت د عوایدو لوی ریاســـــت کی د هر ډول مالیــاتي اظهـــارلیکونو، ورکړو، گمرکی تصفیې، گمرکی محصولاتو، مکاتبی او نورو کاری معــــاملو
په موخه کارول کیږي.
دا تصدیق لیک یواځی د مالیه ورکوونکي په توگه د اشخاص ثبت موخه کارول کیږی او دثبت د تولوو‌پراندینیو اسنادو اعتبار له منځه وړیی.
مالیه ورکونکی مسول دی ترڅو په پورتنیو مالوماتوکی دهر ډول بدلون په اړه اړوندو مالیاتی مرکز وپوهوی.

په درنښت

د صادرونکی مقام لاسلیک